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10 | Attorneys for Debtors and Debtors in Possession

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION**

14 In re
15 PG&E CORPORATION,
16 -and-
17 PACIFIC GAS AND ELECTRIC
18 COMPANY,
Debtors.

- Affects PG&E Corporation
 Affects Pacific Gas and Electric Company
 Affects both Debtors

**Bankruptcy Case
No. 19-30088 (DM)**

Chapter 11

(Lead Case)

(Jointly Administered)

**DECLARATION OF SETH GOLDMAN IN
SUPPORT OF THE SECOND INTERIM
FEE APPLICATION OF MUNGER,
TOLLES & OLSON LLP FOR
COMPENSATION FOR SERVICES AND
REIMBURSEMENT OF EXPENSES AS
ATTORNEYS TO THE DEBTORS AND
DEBTORS IN POSSESSION FOR
CERTAIN MATTERS FROM JUNE 1,
2019 THROUGH SEPTEMBER 30, 2019**

Hearing to be set

1 Pursuant to 28 U.S.C. § 1746, I, Seth Goldman, hereby declare as follows:

2 I am a partner at Munger, Tolles & Olson LLP (“**MTO**” or the “**Firm**”), located at 350 S.
3 Grand Ave., 50th Floor, Los Angeles, California 90071, and have been duly admitted to practice
4 law in the State of California and the United States District Courts in California. There are no
5 disciplinary proceedings pending against me.

6 I have read the Second Interim Fee Application of Munger, Tolles & Olson LLP, for
7 Compensation for Services and Reimbursement of Expenses as Attorneys to the Debtors and
8 Debtors in Possession for Certain Matters from June 1, 2019 through September 30, 2019 (the
9 “**Fee Application**”). Capitalized terms used herein shall have the meaning ascribed to those terms
10 in the Fee Application unless otherwise defined herein.

11 To the best of my knowledge, information and belief, the statements contained in the Fee
12 Application are true and correct. In connection therewith, I hereby certify that:

13 a) to the best of my knowledge, information, and belief, formed after reasonable
14 inquiry, the fees and disbursements sought in the Fee Application are permissible under the
15 relevant rules, court orders, the Fee Guidelines, and the relevant Bankruptcy Code provisions,
16 except as specifically set forth herein;

17 b) except to the extent disclosed in the Fee Application, the fees and disbursements
18 sought in the Fee Application are billed at rates customarily employed by MTO and generally
19 accepted by MTO’s clients. In addition, none of the professionals seeking compensation varied
20 their hourly rate based on the geographic location of the Debtors’ cases;

21 c) in providing a reimbursable expense, MTO does not make a profit on that expense,
22 whether the service is performed by MTO in-house or through a third party;

23 d) in accordance with Rule 2016(a) of the Federal Rules of Bankruptcy Procedure and
24 section 504 of the Bankruptcy Code, no agreement or understanding exists between MTO and any
25 other person for the sharing of compensation to be received in connection with the above cases
26 except as authorized pursuant to the Bankruptcy Code, Bankruptcy Rules, and Local Rules;

27 e) all services for which compensation is sought were professional services on behalf
28 of the Debtors and not on behalf of any other person;

1 f) MTO is seeking compensation with respect to the approximately 78.1 hours and
2 \$44,347.50 in fees spent reviewing or revising time records and preparing, reviewing, and revising
3 invoices for privileged or confidential information during the Second Interim Fee Period; and

4 g) MTO has included non-working travel time, whether by airplane or other means of
5 transportation, in the Fee Application. The time originally recorded by each timekeeper has been
6 reduced by 50% to effect a 50% discount for non-working travel time. The Specific Matters on
7 which MTO is advising the Debtors require frequent travel from Los Angeles to northern
8 California, and other locations, for board meetings, court hearings, meetings related to legislative
9 and regulatory matters, and investigation of the 2017 and 2018 wildfires, including document and
10 data collection, and witness interviews.

11 The Debtors have actively worked with MTO to prepare budgets and forecasts of the work
12 performed by MTO, have authorized the matter categories used by MTO, and have monitored and
13 reviewed the compensation and reimbursement sought by MTO.

14 Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true
15 and correct.

16

17 DATED: November 15, 2019

By: /s/ Seth Goldman
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